



CREDIT APPLICATION



Wilson Wholesale Supply Co.

MUST BE COMPLETED IN FULL AND SIGNED BY AN AUTHORIZED PERSON

Trade/Business Name: _____

Address: _____ () _____
Street City State Zip Business Phone

Business Location: Lease/Rent ___ Own ___ Mortgage or Lease held by _____ () _____
Fax Number

Type of Ownership (circle one) **Proprietorship Partnership Corporation L.L.C**

Does your company use P.O. #'s? Yes ___ No ___ Purchasing Agent ___ Estimated Monthly Purchases \$ _____

Corporate Officers: President: _____ V.P./ Controller _____

FOR PARTNERSHIP AND/OR INDIVIDUAL, LIST NAME, ADDRESS, DRIVERS LICENSE, DATE OF BIRTH, AND SOCIAL SECURITY NUMBER

Name	Street	City	State	Zip
Drivers License #	Social Security #	Date of Birth		
Name	Street	City	State	Zip
Drivers License #	Social Security #	Date of Birth		

Year Present Business Started: _____ If less than 2 years, list former business here: Name: _____

Street City State Zip Telephone Number
Federal Tax I.D. # Sales Tax Exempt # Contractor's License

Please attach most current Financial Statement or Tax Return

BANK INFORMATION: (Most banks require a customer signature prior to releasing any information. To process your application as quickly as possible, please sign this credit application where indicated. This will authorize your bank to provide all required account information.)

Name of Bank Street City State Zip Telephone Number

Loan Officer Branch Used Account Number

PRIMARY BUSINESS REFERENCES:

Name Street City State Zip Telephone Number

Name Street City State Zip Telephone Number

Name Street City State Zip Telephone Number

AGREEMENT

Buyer authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish any and all pertinent information, including commercial and consumer credit reports, requested from time to time by Wilson Wholesale Supply Co.. The undersigned and Buyer, if different, each warrant that the information given in this Credit Application and Agreement is true and no unfavorable information has been omitted. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of Wilson Wholesale Supply Co.. The undersigned has read and agrees to the terms and conditions on the reverse side of this application.

Print Full Name _____

Signature Title Date _____

Wilson Wholesale Supply Co. Representative Signature _____

The Credit Application and Agreement (“Agreement”) is executed by Buyer to persuade Wilson Wholesale Supply Co. to extend credit to Buyer. All purchases by Buyer hereunder are made pursuant to Wilson Wholesale Supply Co. Purchase Agreement, the Terms and Conditions of which are incorporated by reference herein.

1. Buyer shall pay each invoice in full in accordance with the terms of the particular Purchase Agreement, Invoice, or other shipping document, with or without Buyer’s signature. In the event Buyer fails to make payment when due, Buyer shall pay, in addition to the invoice amount, the applicable late payment charge of 2.0% per month. Wilson Wholesale Supply Co. Reserves the right to change such charges from time to time in its sole discretion and without notice. All payments are due within terms.
2. Buyer agrees that should any late payment charge be deemed by a court of competent jurisdiction to violate any law, Buyer’s sole remedy against Wilson Wholesale Supply Co. for such violation shall be the application of any late payment charge paid in excess of the maximum rate allowable by law toward the unpaid account balance (or refund of such excess if no account balance remains unpaid.)
3. Buyer agrees to pay all costs of collection by Wilson Wholesale Supply Co. of any amounts due hereunder, including actual attorney’s fees. Buyer further agrees that, in the event any action is brought upon or by reason of this Credit Application and Agreement by either Buyer or Wilson Wholesale Supply Co., and Wilson Wholesale Supply Co. prevails, Buyer shall pay Wilson Wholesale Supply Co.’s actual attorney’s fees and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney’s fees, Wilson Wholesale Supply Co. shall be entitled to recover its fees up to the maximum allowed by state law.
4. Wilson Wholesale Supply Co. shall have the sole discretion and complete right to apply any payment received from Buyer hereunder in any manner which Wilson Wholesale Supply Co. deems proper. Unless otherwise specified in the remittance advice, Wilson Wholesale Supply Co. may apply payments first to late payment charges, service charges, shipping charges, attorney’s fees, or any other applicable charge, in any order, before applying the remainder of such payments toward Buyer’s principal account balance.
5. Buyer represents and warrants that Buyer is not a “consumer” as defined in the Federal Consumer Credit Protection Act, or any other consumer credit laws (Federal, State or Local), and Buyer waives all rights granted to consumers under the Federal Consumer Credit Protection Act, and Federal, State and Local laws pertaining to “consumer” rights. Buyer further represents and warrants that all purchases made from Wilson Wholesale Supply Co. and any credit extended hereunder will be used solely for business and commercial purposes.
6. This Credit Application and Agreement is governed by the laws of the State of Illinois. Any action brought upon, or by reason of this Credit Application and Agreement shall be brought, at Wilson Wholesale Supply Co.’s sole discretion, either in a court with jurisdiction over the county in which Wilson Wholesale Supply Co. is situated, in the county in which the project for which the goods are to be used is located, or in a court or before an arbitration panel where the action between Wilson Wholesale and a third party is pending which concerns the subject matter of the Purchase Agreement. To the extent allowed by law, Buyer waives its rights to a trial by jury in any action brought upon, or by reason of, this Agreement. This writing contains the full, final and exclusive statement of the agreement between Wilson Wholesale Supply Co. and the Buyer, and no terms and conditions other than those stated herein, and no other agreement or understanding in any way purporting to modify these terms and conditions shall be binding to Wilson Wholesale Supply Co. without Wilson Wholesale Supply Co.’s written consent. Waiver by Wilson Wholesale Supply Co. of any terms or conditions of this contract or waiver of any breach thereof shall not be construed as a waiver of any other terms, conditions, or breach. Determination that any provision of this Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.
7. **Buyer agrees to provide Wilson Wholesale Supply Co. with prompt written notice of any change in Buyer’s name, address, ownership or form of business entity.**

CONTINUING GUARANTY (INCLUDING TERMS AND CONDITIONS ON REVERSE SIDE)

Creditor: Wilson Wholesale Supply Co.

Customer (Debtor) _____

Business Address _____
Do NOT use P. O. Boxes) City State Zip

PLEASE PRINT OR TYPE ALL INFORMATION (EXCEPT WHERE SIGNATURE IS REQUIRED)

First Guarantor:
Complete Legal Name: _____
First Middle Last
Social Security Number: _____ - _____ - _____
Home Address _____
Street City State Zip
Residential Telephone:() _____
Subject to Terms and Conditions on reverse side (SEAL)

Complete Legal Signature Witness _____
Date: _____

Second Guarantor:
Complete Legal Name: _____
First Middle Last
Social Security Number: _____ - _____ - _____
Home Address _____
Street City State Zip
Residential Telephone:() _____
Subject to Terms and Conditions on reverse side (SEAL)

Complete Legal Signature Witness: _____
Date: _____

TERMS AND CONDITIONS OF CONTINUING GUARANTY

For value received, and for the purpose of influencing Wilson Wholesale Supply Co. to extend credit or other financial accommodations, to Debtor, the undersigned (hereinafter "Guarantor", whether one or more) hereby guarantees jointly and severally, without limitations as to amount, the prompt payment when due of any and all indebtedness of Debtor to Wilson Wholesale Supply Co., together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, Guarantor agrees to pay all costs of collection, legal expenses and attorney's fee paid or incurred by Wilson Wholesale Supply Co. in the collection of Debtor's indebtedness and in enforcing this Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "Indebtedness."

No extension or renewal of time of payment of the Indebtedness, no release or surrender of any security for the Indebtedness of this Guaranty, no release of any person primarily or secondarily liable on the Indebtedness, and no delay in enforcement of payment of the Indebtedness under this Guaranty shall affect the liability of the Guarantor hereunder. Any and all payments upon the Indebtedness made by Debtor, Guarantor, or any other person and the proceeds of any and all collateral or security for any of the Indebtedness, may be applied by Wilson Wholesale Supply Co. upon such of the items of the Indebtedness as Wilson Wholesale Supply Co. shall determine in its sole discretion.

Guarantor waives notice of acceptance of this Guaranty, notice of the extension of credit or financial accommodation to Debtor, notice of the amount of the Indebtedness which may exist from time to time, notice of any extension of the time for payment, demand for payment, notice of non-payment, protest, notice of protest, and all notices of every kind and nature, and agrees that this Guaranty may be enforced against the undersigned without any prior or concurrent proceeding against the Debtor. The obligations of the Guarantor shall not be affected by: (a) the failure of Wilson Wholesale Supply Co. to assert any claim or demand or to enforce any right or remedy against the Debtor or another Guarantor; or (b) any extension, modification, or renewal of terms or amount of Indebtedness.

This Guaranty is a continuing guaranty and shall remain in full force and shall be binding upon Guarantor and Guarantor's heirs, executors, administrators, and assigns notwithstanding the death of one or more of the undersigned, until after (a) expiration of thirty (30) days after written notice by Certified or Registered Mail or the revocation is received by Wilson Wholesale Supply Co. at its office and (b) all of the Indebtedness owed to Wilson Wholesale Supply Co. by Debtor shall have been fully paid (including all late payment charges and attorneys fees which accrue after the expiration of the 30 day period.)

If this Guaranty is executed by more than one person or entity, it shall be the joint and several obligation of each person and entity.

If this Guaranty is executed by a corporation, the undersigned officer of said corporation represents and warrants that the corporation has the power to make this Guaranty, that the execution by him/her on behalf of the corporation has been duly authorized and that the making of this Guaranty is in the best interest of said corporation.

Guarantor hereby waives and renounces any and all homestead or exemption rights Guarantor may have under or by virtue of the constitution or laws of the state of the Guarantor's domicile, or of any other state of the United States as against the liability and obligation hereby created. Guarantor transfers and assigns to Wilson Wholesale Supply Co. any amount of any homestead or exemption that may be allowed to Guarantor, including such homestead or exemption as may be set apart in bankruptcy, equal to the amount necessary to pay this obligation in full together with all costs of collection.

Guarantor further agrees to the extent that the Debtor makes a payment or payments to Wilson Wholesale Supply Co., or Wilson Wholesale Supply Co. receives any proceeds or collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Debtor, its estate, trustee, receiver or any other party including without limitation the Guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, Debtor's obligations, or the part thereof which has been paid, reduced or satisfied by such amount, shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.

Guarantor further waives all claims for subrogation, reimbursement, exoneration, contribution and indemnification with respect to sums paid or payable to Wilson Wholesale Supply Co. by Guarantor. Guarantor hereby waives any right to enforce and remedy which Wilson Wholesale Supply Co. now has or may hereafter have against the Debtor. Guarantor further agrees that any and all claims of Guarantor against the Debtor shall be subordinate and subject in right of payment to the prior payment in full of all principal, interest, reasonable costs of collection (including attorney's fees and expenses), and any other liabilities or obligations owing to Wilson Wholesale Supply Co. by the Debtor.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

Guarantor authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish any and all information, including commercial and consumer credit reports, requested from time to time by Wilson Wholesale Supply Co.